



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number 01-811 A-2
County Department Probation			Dept.	Orgn.	Contractor's License No.
County Department Contract Representative Laura Gonzales			Telephone (909) 387-5918		Total Contract Amount \$135,000
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: No Additional Amount					
If not encumbered or revenue contract type, provide reason: <u>Fee for Service Contract</u>					
Commodity Code		Contract Start Date 8/01/2001	Contract End Date 6/30/2003	Original Amount	Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
Project Name			Estimated Payment Total by Fiscal Year		
			FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Probation Department, hereinafter called the County, and

Name

Family Service Agency

hereinafter called

Contractor

Address

1669 E Street

San Bernardino, CA 92415

Phone

Birth Date

(909) 886-6737

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

It is hereby agreed to amend County Contract Number 01-811, as previously amended by County Contract Number 01-811 A-1, between the County and Family Service Agency as follows:

Section I. Definitions

Delete Paragraph K of Section I in its entirety.

Add Paragraphs P, Q, R, and S to Section I to read as follows:

- P. **Classes** – Classes consist of sessions that will be no less than one (1) hour and no more than two (2) hours, be self-contained modules, and be provided at convenient times for the targeted population.

- Q. **Enrichment and Recreational Services** – Positive established services that help minors overcome problems and discontinue inappropriate and/or unlawful behavior.
- R. **Fee for Service** – An agreement to pay a specified price for the delivery of specific supplies or services. The price is not subject to any adjustment on the basis of the provider's cost experience in performing the contract.
- S. **Off-Site Locations** – Classes and services held at the Contractors designated facilities and not at the Day Reporting Centers.

Section II: Contractor Service Responsibilities

Amend Paragraph A of Section II to read as follows:

- A. Provide the following Day Reporting Center Classes at the Probation Department's Day Reporting Centers and the contractor's off-site locations:
1. Victim Awareness
 2. Gang Avoidance
 3. Anger Management
 4. Substance Abuse
 5. Family Counseling
 6. Parenting Classes
 7. Life Skills
 8. Conflict Resolution
 9. Health Education
 10. Self-Esteem Building
 11. Healthy Teen Mother Program

Add Paragraphs G, H and I to Section II to read as follows:

- G. Provide the Day Reporting Center Classes at the Probation Department's Day Reporting Centers and the Contractor's off-site locations at a rate of \$55.00 per hour.
- H. Classes that will be provided by Contractor at off-site locations shall take place at the following locations:
1. 216 West 6th Street, San Bernardino, CA
 2. 9161 Sierra Avenue, Suite 202, Fontana, CA
 3. 15402 Sage Street, Suites 101-102, Victorville, CA
- I. All services provided must adhere to the definitions listed in Section I of this contract. Additional classes/services may be added or deleted by mutual consent of the County and the Contractor, in accordance with Section X, Paragraph E.

Section III: Contractor General Responsibilities

Delete Paragraph P of Section III in its entirety.

Amend Paragraph O of Section III to read as follows:

- O. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification - The Contractor agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:

- a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder,

which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
8. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Amend Paragraph S of Section III to read as follows:

- S. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the Department of Probation.
 2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS shall supply a sample of the Plan format. The Contractor shall be monitored by HSS for compliance with provisions of its Civil Rights Plan.

Section IV: County Responsibilities

Amend Paragraph C of Section IV to read as follows:

- C. Compensate the Contractor at the fixed-rate per hour in accordance with Section V of this Contract for the Day Reporting Center services at the Probation Department's Day Reporting Centers and for the Day Reporting Center Classes at the Contractor's facilities.

Section V: Fiscal Provisions

Amend Paragraphs A and B of Section V to read as follows:

- A. The maximum amount of payment under this contract shall not exceed \$60,000.00 for services provided under this Contract from August 1, 2001 through June 30, 2002, and \$75,000.00 for services provided under this Contract from July 1, 2002 through June 30, 2003, and shall be subject to availability of funds to the County.
- B. Contractor will invoice County in arrears for services rendered on a monthly basis. Contractor shall be compensated at the fixed-rate of \$55.00 per hour for the Day Reporting Center services at the Probation Department's Day Reporting Centers and for the Day Reporting Center Classes at the Contractor's off-site locations.

Section X: General Provisions

Amend Paragraph A of Section X to read as follows:

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Family Service Agency of San Bernardino
1669 North E Street
San Bernardino, CA 92405

County: County of San Bernardino
Probation Department
Attn: Laura Gonzales, AB 1913 Coordinator
175 West Fifth Street
San Bernardino, CA 92415-0515

Attachment A – Monthly Service Delivery Report/Invoice

Attachment A is replaced with the revised attachment entitled "Invoice for Day Reporting Center Classes" and incorporated herein by reference.

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

►
Fred Aguiar, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Family Service Agency of San Bernardino

(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Dr. Arnold Payne
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated _____

Address 1669 North E Street
San Bernardino, CA 92405

Approved as to Legal Form

►
Scott Runyan, County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Reviewed for Processing

►
Agency Administrator/CAO

Date _____

***Auditor/Controller-Recorder
Use Only***

☐ Contract Database ☐ FAS

Input Date	Keyed By
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